

RECORDATION NO. 23905E FILED

July 27, 2006

AUG 03 '06

2-40 PM

SURFACE TRANSPORTATION BOARD



**Nathan  
Sommers  
Jacobs**

Surface Transportation Board  
1925 K Street, N.W.  
Suite 700  
Washington, D.C. 20423

Re: Recordation of Third Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 23905.

To whom it may concern:

I have enclosed one (1) original and one (1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a third amendment to security agreement dated as of April 30, 2006 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Amegy Bank National Association  
(formerly known as Southwest Bank of Texas, N.A.)  
Five Post Oak Park  
4400 Post Oak Parkway  
Houston, Texas 77027

Debtor:

United Rail Partners, Ltd.  
1400 Post Oak Blvd., Suite 270  
Houston, Texas 77056

A description of the equipment covered by the Security Agreement is as follows:

(a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the

Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");

(d) all rights, remedies and privileges of Debtor to enforce the Leases;

(e) all other general intangibles of Debtor arising from or relating to the Leases; and

(f) all products and proceeds thereof (including insurance proceeds).

A short summary of the Third Amendment to Security Agreement to appear in the index is as follows:

Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003, Second Amendment to Security Agreement dated as of October 31, 2003 and Third Amendment to Security Agreement dated as of April 30, 2006 between Amegy Bank National Association (f/k/a Southwest Bank of Texas, N.A.), Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and United Rail Partners, Ltd., 5851 Southwest Freeway, Suite 413, Houston, Texas 77057 ("Debtor"), and covering (a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto; (b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; (c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases"); (d) all rights, remedies and privileges of Debtor to enforce the Leases; (e) all other general intangibles of Debtor arising from or relating to the Leases; and (f) all products and proceeds thereof (including insurance proceeds).

A fee of \$34.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,



Ana M. McLaughlin  
Legal Assistant

:AMM

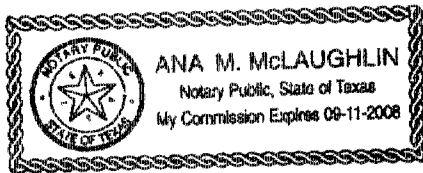
encl

State of Texas       §

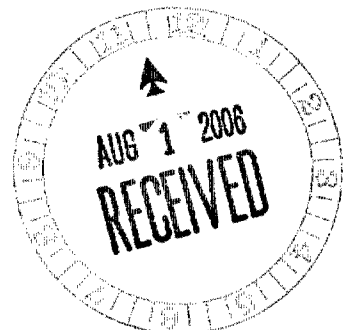
§

County of Harris    §

On this 9<sup>th</sup> day of May, 2006, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of the Third Amendment to Security Agreement.



Ana M. McLaughlin  
Notary Public, State of Texas



AUG 03 '06

2-40 PM

THIRD AMENDMENT TO SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

This THIRD AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of April 30, 2006, is between UNITED RAIL PARTNERS, LTD., a Texas limited partnership ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association (formerly known as Southwest Bank of Texas, N.A.) ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of December 15, 2000, as amended by First Amendment to Loan Agreement dated as of November 1, 2001, Second Amendment to Loan Agreement dated as of March 31, 2003, Third Amendment to Loan Agreement dated as of October 31, 2003 and Fourth Amendment to Loan Agreement dated as of April 30, 2006 (collectively, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed that certain Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003 and Second Amendment to Security Agreement dated as of October 31, 2003 (collectively, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the Fourth Amendment to Loan Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Section 1.02(a). Effective as of the date hereof, paragraph (a) contained in Section 1.02 of the Security Agreement is amended to read as follows:

(a) the Obligations (as defined in the Loan Agreement);

2. Amendment to Exhibits. Effective as of the date hereof, Exhibit "A" (Railcars) to the Security Agreement is amended to conform in its entirety to Annex "A" to this Amendment.



## ARTICLE II.

### Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Renewal and Extension of 2004 Security Agreement. Note-A (as defined in the Loan Agreement) is in partial renewal, extension, modification and consolidation of the Note as defined in, and executed pursuant to, that certain Loan Agreement dated as of August 19, 2004, between Debtor and Secured Party (the "2004 Loan Agreement"). In connection with the indebtedness evidenced by the Note (as defined in the 2004 Loan Agreement), Debtor and Secured Party have entered into that certain Security Agreement dated as of August 19, 2004, and filed with the Surface Transportation Board under recordation number 25178 (the "2004 Security Agreement"). The security interests in the 2004 Railcars (as described on Annex "A" hereto) created by the Security Agreement are in renewal and extension of, and not in discharge or novation of, the security interests created in the 2004 Railcars by the 2004 Security Agreement.

5. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

6. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

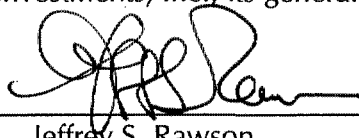
7. No Oral Agreements. This Amendment, the Loan Agreement and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

DEBTOR:

UNITED RAIL PARTNERS, LTD.

By: RH Investments, Inc., its general partner

By:   
Jeffrey S. Rawson  
President

By: Gemsbok, Inc., its general partner

By: \_\_\_\_\_  
Ronald P. Cuenod, Jr.  
President

By: Weimar Rail, Inc., its general partner

By: \_\_\_\_\_  
Robert R. Huetten  
President

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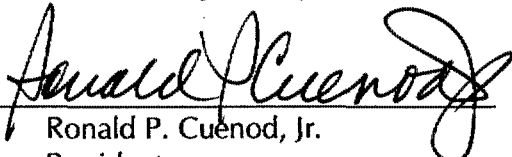
DEBTOR:

UNITED RAIL PARTNERS, LTD.

By: RH Investments, Inc., its general partner

By: \_\_\_\_\_  
Jeffrey S. Rawson  
President

By: Gemsbok, Inc., its general partner

By:   
Ronald P. Cuenod, Jr.  
President

By: Weimar Rail, Inc., its general partner

By: \_\_\_\_\_  
Robert R. Huette  
President

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DEBTOR:

UNITED RAIL PARTNERS, LTD.

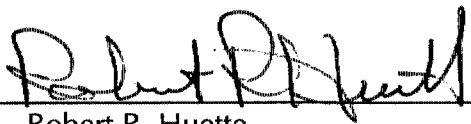
By: RH Investments, Inc., its general partner

By: \_\_\_\_\_  
Jeffrey S. Rawson  
President

By: Gemsbok, Inc., its general partner

By: \_\_\_\_\_  
Ronald P. Cuenod, Jr.  
President


By: Weimar Rail, Inc., its general partner

By:  \_\_\_\_\_  
Robert R. Huette  
President



SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By:   
C. Ross Bartley  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this \_\_\_\_ day of \_\_\_\_\_, 2006, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this \_\_\_\_ day of \_\_\_\_\_, 2006, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

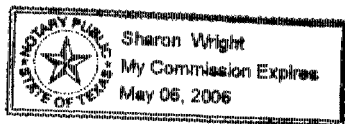
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
C. Ross Bartley  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this 2nd day of May, 2006, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Sharon Wright  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, this instrument was acknowledged before me by Robert R. Huetten, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
C. Ross Bartley  
Vice President

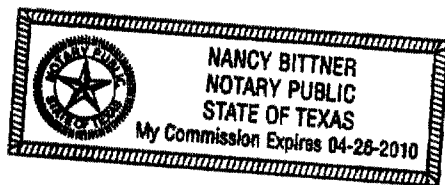
STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

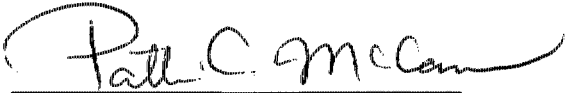
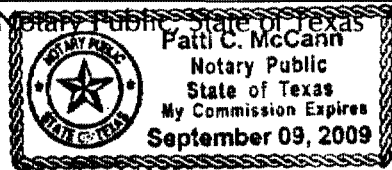
On this 4<sup>th</sup> day of May, 2006, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Nancy Bittner  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this 30<sup>th</sup> day of April, 2006, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

  
\_\_\_\_\_  


STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, this instrument was acknowledged before me by C. Ross Bartley as Vice President of Amegy Bank National Association, a national association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

\_\_\_\_\_  
Notary Public, State of Texas

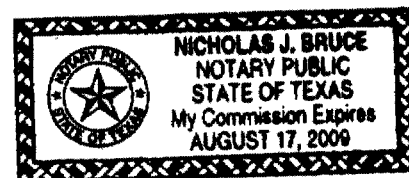
List of Annexes  
Annex "A" - Railcars

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this 4<sup>th</sup> day of May, 2006, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Nicholas J. Bruce  
Notary Public, State of Texas

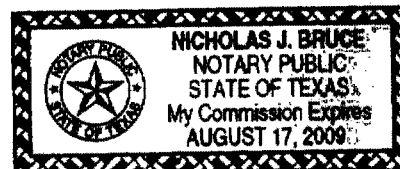
STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §



On this 4<sup>th</sup> day of MAY, 2006, this instrument was acknowledged before me by C. Ross Bartley as Vice President of Amegy Bank National Association, a national association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Nicholas J. Bruce  
Notary Public, State of Texas

List of Annexes  
Annex "A" - Railcars



## Annex "A"

### Railcars

# **United Rail Partners, Ltd.**

**Stencil #s**

**April 2006, Amegy Bank Refi**

***New Pool***

<u>SRIX</u>	<u>Lessee @ 5/06</u>
82501	Conoco Phillips
82502	Conoco Phillips
82503	BP Amoco
82504	BP Amoco
82505	BP Amoco
82506	BP Amoco
82507	BP Amoco
82508	BP Amoco
82509	BP Amoco
82510	BP Amoco

## **United Rail Partners, Ltd.**

### **Stencil #s**

**April 2006, Amegy Bank Refi**

**Pool 84**

<u>SRIX</u>	<u>Lessee @ 12/31/05</u>	<u>Scrap Date</u>
SRIX080095	CITGO ASPHALT REFINING CO—	Jan-06
SRIX080295	<del>VALERO MARKETING &amp; SUPPLY CO</del>	Jan-06
SRIX080161	ASPHALT MATERIALS, INC.	
SRIX080162	ASPHALT MATERIALS, INC.	
SRIX080342	OWENS CORNING, INC.	
SRIX080343	OWENS CORNING, INC.	
SRIX080117	CONOCOPHILLIPS COMPANY	
SRIX080274	CONECTIV ENERGY	
SRIX080211	ASPHALT MATERIALS, INC.	
SRIX080120	ASPHALT & FUEL SUPPLY	
SRIX080121	ASPHALT & FUEL SUPPLY	
SRIX080238	HOLLY ASPHALT COMPANY	
SRIX080239	HOLLY ASPHALT COMPANY	
SRIX080305	VALERO MARKETING & SUPPLY CO	
SRIX080306	VALERO MARKETING & SUPPLY CO	
SRIX080118	CONOCOPHILLIPS COMPANY	
SRIX080119	CONOCOPHILLIPS COMPANY	
SRIX080210	ASPHALT MATERIALS, INC.	
SRIX080212	ASPHALT MATERIALS, INC.	
SRIX080344	OWENS CORNING, INC.	
SRIX080209	ASPHALT MATERIALS, INC.	
SRIX080240	HOLLY ASPHALT COMPANY	
SRIX080241	HOLLY ASPHALT COMPANY	
SRIX080208	ASPHALT MATERIALS, INC.	
SRIX080124	ASPHALT & FUEL SUPPLY	
SRIX080125	ASPHALT & FUEL SUPPLY	
SRIX080242	HOLLY ASPHALT COMPANY	
SRIX080345	OWENS CORNING, INC.	
SRIX080346	OWENS CORNING, INC.	
SRIX080307	VALERO MARKETING & SUPPLY CO	
SRIX080122	CONOCOPHILLIPS COMPANY	
SRIX080058	PONDEROSA PETROLEUM CO. INC.	
SRIX080003	BERRYMAN CHEMICAL, INC.	
SRIX080001	LUXCO WAX	
SRIX080002	LUXCO WAX	
SRIX080004	LUXCO WAX	
SRIX080318	OWENS CORNING, INC.	
SRIX080319	OWENS CORNING, INC.	



SRIX080320	OWENS CORNING, INC.
SRIX080005	BERRYMAN CHEMICAL, INC.
SRIX080007	BERRYMAN CHEMICAL, INC.
SRIX080006	BERRYMAN CHEMICAL, INC.
SRIX080237	HOLLY ASPHALT COMPANY
SRIX080285	VALERO MARKETING & SUPPLY CO
SRIX080249	CONECTIV ENERGY
SRIX080221	HOLLY ASPHALT COMPANY
SRIX080291	VALERO MARKETING & SUPPLY CO
SRIX080292	VALERO MARKETING & SUPPLY CO
SRIX080293	VALERO MARKETING & SUPPLY CO
SRIX080294	VALERO MARKETING & SUPPLY CO
SRIX080159	ASPHALT MATERIALS, INC.
SRIX080316	OWENS CORNING, INC.
SRIX080062	LUBRIZOL
SRIX080207	MARCUS OIL & CHEMICAL
SRIX080065	LUBRIZOL
SRIX080303	VALERO MARKETING & SUPPLY CO
SRIX080133	LUXCO WAX
SRIX080014	PONDEROSA PETROLEUM CO. INC.
SRIX080015	PONDEROSA PETROLEUM CO. INC.
SRIX080016	PONDEROSA PETROLEUM CO. INC.
SRIX080017	PONDEROSA PETROLEUM CO. INC.
SRIX080018	PONDEROSA PETROLEUM CO. INC.
SRIX080019	PONDEROSA PETROLEUM CO. INC.
SRIX080035	PONDEROSA PETROLEUM CO. INC.
SRIX080027	CONECTIV ENERGY
SRIX080093	ASPHALT & FUEL SUPPLY
SRIX080010	PONDEROSA PETROLEUM CO. INC.
SRIX080011	PONDEROSA PETROLEUM CO. INC.
SRIX080012	PONDEROSA PETROLEUM CO. INC.
SRIX080029	PONDEROSA PETROLEUM CO. INC.
SRIX080030	PONDEROSA PETROLEUM CO. INC.
SRIX080031	PONDEROSA PETROLEUM CO. INC.
SRIX080032	PONDEROSA PETROLEUM CO. INC.
SRIX080317	OWENS CORNING, INC.
SRIX080335	OWENS CORNING, INC.
SRIX080059	PONDEROSA PETROLEUM CO. INC.
SRIX080013	PONDEROSA PETROLEUM CO. INC.
SRIX080020	PONDEROSA PETROLEUM CO. INC.
SRIX080021	PONDEROSA PETROLEUM CO. INC.
SRIX080022	PONDEROSA PETROLEUM CO. INC.
SRIX080023	PONDEROSA PETROLEUM CO. INC.
SRIX080024	PONDEROSA PETROLEUM CO. INC.

SRIX080025	PONDEROSA PETROLEUM CO. INC.
SRIX080026	PONDEROSA PETROLEUM CO. INC.
SRIX080028	PONDEROSA PETROLEUM CO. INC.
SRIX080033	PONDEROSA PETROLEUM CO. INC.
SRIX080213	SHELL OIL/PENNZOIL-QUAKER
SRIX080286	VALERO MARKETING & SUPPLY CO
SRIX080034	PONDEROSA PETROLEUM CO. INC.
SRIX080036	PONDEROSA PETROLEUM CO. INC.
SRIX080037	PONDEROSA PETROLEUM CO. INC.
SRIX080083	CONOCOPHILLIPS COMPANY
SRIX080084	PONDEROSA PETROLEUM CO. INC.
SRIX080163	ASPHALT MATERIALS, INC.
SRIX080230	HOLLY ASPHALT COMPANY
SRIX080170	ASPHALT MATERIALS, INC.
SRIX080250	TEXAS PETROCHEMICAL CORP.
SRIX080336	OWENS CORNING, INC.
SRIX080171	ASPHALT MATERIALS, INC.
SRIX080172	ASPHALT MATERIALS, INC.
SRIX080236	HOLLY ASPHALT COMPANY
SRIX080281	TEXAS PETROCHEMICAL CORP.
SRIX080296	VALERO MARKETING & SUPPLY CO
SRIX080308	UNION PACIFIC RAILROAD
SRIX080251	CONECTIV ENERGY
SRIX080223	HOLLY ASPHALT COMPANY
SRIX080228	HOLLY ASPHALT COMPANY
SRIX080229	HOLLY ASPHALT COMPANY
SRIX080278	DURAFLAME
SRIX080337	OWENS CORNING, INC.
SRIX080297	VALERO MARKETING & SUPPLY CO
SRIX080275	THE INTERNATIONAL GROUP INC.
SRIX080277	THE INTERNATIONAL GROUP INC.
SRIX080173	ASPHALT MATERIALS, INC.
SRIX080224	HOLLY ASPHALT COMPANY
SRIX080225	HOLLY ASPHALT COMPANY
SRIX080226	HOLLY ASPHALT COMPANY
SRIX080279	DURAFLAME
SRIX080214	SHELL OIL/PENNZOIL-QUAKER
SRIX080280	THE INTERNATIONAL GROUP INC.
SRIX080174	ASPHALT MATERIALS, INC.
SRIX080151	ASPHALT MATERIALS, INC.
SRIX080252	CONECTIV ENERGY
SRIX080085	CONOCOPHILLIPS COMPANY
SRIX080309	UNION PACIFIC RAILROAD
SRIX080253	CONECTIV ENERGY

SRIX080100	GANTRADE CORPORATION
SRIX080231	HOLLY ASPHALT COMPANY
SRIX080096	CONOCOPHILLIPS COMPANY
SRIX080099	CONOCOPHILLIPS COMPANY
SRIX080097	PONDEROSA PETROLEUM CO. INC.
SRIX080098	PONDEROSA PETROLEUM CO. INC.
SRIX080310	UNION PACIFIC RAILROAD
SRIX080232	HOLLY ASPHALT COMPANY
SRIX080233	HOLLY ASPHALT COMPANY
SRIX080101	PONDEROSA PETROLEUM CO. INC.
SRIX080136	ASPHALT MATERIALS, INC.
SRIX080175	ASPHALT MATERIALS, INC.
SRIX080220	HOLLY ASPHALT COMPANY
SRIX080063	INTERGULF CORPORATION
SRIX080329	OWENS CORNING, INC.
SRIX080330	OWENS CORNING, INC.
SRIX080066	CONOCO, INC.
SRIX080067	CONOCO, INC.
SRIX080068	CONOCO, INC.
SRIX080069	CONOCO, INC.
SRIX080154	ASPHALT MATERIALS, INC.
SRIX080155	ASPHALT MATERIALS, INC.
SRIX080176	ASPHALT MATERIALS, INC.
SRIX080248	CONECTIV ENERGY
SRIX080234	HOLLY ASPHALT COMPANY
SRIX080215	SHELL OIL/PENNZOIL-QUAKER
SRIX080070	CONOCO, INC.
SRIX080071	CONOCO, INC.
SRIX080082	PONDEROSA PETROLEUM CO. INC.
SRIX080178	ASPHALT MATERIALS, INC.
SRIX080179	ASPHALT MATERIALS, INC.
SRIX080164	ASPHALT MATERIALS, INC.
SRIX080165	ASPHALT MATERIALS, INC.
SRIX080180	ASPHALT MATERIALS, INC.
SRIX080166	ASPHALT MATERIALS, INC.
SRIX080167	ASPHALT MATERIALS, INC.
SRIX080177	ASPHALT MATERIALS, INC.
SRIX080245	CONECTIV ENERGY
SRIX080222	HOLLY ASPHALT COMPANY
SRIX080338	OWENS CORNING, INC.
SRIX080102	CONOCOPHILLIPS COMPANY
SRIX080137	ASPHALT MATERIALS, INC.
SRIX080168	ASPHALT MATERIALS, INC.
SRIX080169	ASPHALT MATERIALS, INC.

SRIX080181	ASPHALT MATERIALS, INC.
SRIX080182	ASPHALT MATERIALS, INC.
SRIX080183	ASPHALT MATERIALS, INC.
SRIX080184	ASPHALT MATERIALS, INC.
SRIX080334	OWENS CORNING, INC.
SRIX080103	PONDEROSA PETROLEUM CO. INC.
SRIX080185	ASPHALT MATERIALS, INC.
SRIX080186	ASPHALT MATERIALS, INC.
SRIX080038	CONECTIV ENERGY
SRIX080039	CONECTIV ENERGY
SRIX080040	CONECTIV ENERGY
SRIX080047	CONECTIV ENERGY
SRIX080104	CONOCOPHILLIPS COMPANY
SRIX080105	CONOCOPHILLIPS COMPANY
SRIX080041	PONDEROSA PETROLEUM CO. INC.
SRIX080042	PONDEROSA PETROLEUM CO. INC.
SRIX080043	PONDEROSA PETROLEUM CO. INC.
SRIX080044	PONDEROSA PETROLEUM CO. INC.
SRIX080045	PONDEROSA PETROLEUM CO. INC.
SRIX080046	PONDEROSA PETROLEUM CO. INC.
SRIX080048	PONDEROSA PETROLEUM CO. INC.
SRIX080049	PONDEROSA PETROLEUM CO. INC.
SRIX080372	PONDEROSA PETROLEUM CO. INC.
SRIX080311	UNION PACIFIC RAILROAD
SRIX080050	CONECTIV ENERGY
SRIX080053	CONECTIV ENERGY
SRIX080054	CONECTIV ENERGY
SRIX080056	CONECTIV ENERGY
SRIX080076	PONDEROSA PETROLEUM CO. INC.
SRIX080051	PONDEROSA PETROLEUM CO. INC.
SRIX080052	PONDEROSA PETROLEUM CO. INC.
SRIX080055	PONDEROSA PETROLEUM CO. INC.
SRIX080057	PONDEROSA PETROLEUM CO. INC.
SRIX080138	ASPHALT MATERIALS, INC.
SRIX080187	ASPHALT MATERIALS, INC.
SRIX080312	UNION PACIFIC RAILROAD
SRIX080188	ASPHALT MATERIALS, INC.
SRIX080189	ASPHALT MATERIALS, INC.
SRIX080190	ASPHALT MATERIALS, INC.
SRIX080313	UNION PACIFIC RAILROAD
SRIX080331	OWENS CORNING, INC.
SRIX080332	OWENS CORNING, INC.
SRIX080158	ASPHALT MATERIALS, INC.
SRIX080244	CONECTIV ENERGY

SRIX080333	OWENS CORNING, INC.
SRIX080374	LUXCO WAX
SRIX080375	LUXCO WAX
SRIX080384	LUBRIZOL
SRIX080254	CONECTIV ENERGY
SRIX080385	LUXCO WAX
SRIX080298	VALERO MARKETING & SUPPLY CO
SRIX080111	PONDEROSA PETROLEUM CO. INC.
SRIX080373	PONDEROSA PETROLEUM CO. INC.
SRIX080377	PONDEROSA PETROLEUM CO. INC.
SRIX080314	UNION PACIFIC RAILROAD
SRIX080255	CONECTIV ENERGY
SRIX080008	CRYSTAL, INC.
SRIX080191	ASPHALT MATERIALS, INC.
SRIX080378	LUXCO WAX
SRIX080256	CONECTIV ENERGY
SRIX080192	ASPHALT MATERIALS, INC.
SRIX080371	BERRYMAN CHEMICAL, INC.
SRIX080257	CONECTIV ENERGY
SRIX080235	HOLLY ASPHALT COMPANY
SRIX080299	VALERO MARKETING & SUPPLY CO
SRIX080094	PONDEROSA PETROLEUM CO. INC.
SRIX080258	CONECTIV ENERGY
SRIX080193	ASPHALT MATERIALS, INC.
SRIX080315	UNION PACIFIC RAILROAD
SRIX080216	SHELL OIL/PENNZOIL-QUAKER
SRIX080339	OWENS CORNING, INC.
SRIX080340	OWENS CORNING, INC.
SRIX080341	OWENS CORNING, INC.
SRIX080300	VALERO MARKETING & SUPPLY CO
SRIX080301	VALERO MARKETING & SUPPLY CO
SRIX080302	VALERO MARKETING & SUPPLY CO
SRIX080194	ASPHALT MATERIALS, INC.
SRIX080195	ASPHALT MATERIALS, INC.
SRIX080259	CONECTIV ENERGY
SRIX080106	PONDEROSA PETROLEUM CO. INC.
SRIX080196	ASPHALT MATERIALS, INC.
SRIX080383	PONDEROSA PETROLEUM CO. INC.
SRIX080197	ASPHALT MATERIALS, INC.
SRIX080198	ASPHALT MATERIALS, INC.
SRIX080199	ASPHALT MATERIALS, INC.
SRIX080064	CONECTIV ENERGY
SRIX080265	CONECTIV ENERGY
SRIX080266	CONECTIV ENERGY

SRIX080376	PONDEROSA PETROLEUM CO. INC.
SRIX080387	TEXAS PETROCHEMICAL CORP.
SRIX080388	BERRYMAN CHEMICAL, INC.
SRIX080386	LUBRIZOL
SRIX080260	CONECTIV ENERGY
SRIX080267	CONECTIV ENERGY
SRIX080268	CONECTIV ENERGY
SRIX080270	CONECTIV ENERGY
SRIX080217	SHELL OIL/PENNZOIL-QUAKER
SRIX080289	VALERO MARKETING & SUPPLY CO
SRIX080072	CONOCO, INC.
SRIX080073	CONOCO, INC.
SRIX080074	CONOCO, INC.
SRIX080107	CONOCOPHILLIPS COMPANY
SRIX080283	THE INTERNATIONAL GROUP INC.
SRIX080086	PONDEROSA PETROLEUM CO. INC.
SRIX080269	LUXCO WAX
SRIX080200	ASPHALT MATERIALS, INC.
SRIX080201	ASPHALT MATERIALS, INC.
SRIX080206	ASPHALT MATERIALS, INC.
SRIX080363	PONDEROSA PETROLEUM CO. INC.
SRIX080087	TRANSMATRIX, INC.
SRIX080362	BERRYMAN CHEMICAL, INC.
SRIX080261	CONECTIV ENERGY
SRIX080262	CONECTIV ENERGY
SRIX080263	CONECTIV ENERGY
SRIX080290	VALERO MARKETING & SUPPLY CO
SRIX080075	CONOCO, INC.
SRIX080282	THE INTERNATIONAL GROUP INC.
SRIX080202	ASPHALT MATERIALS, INC.
SRIX080203	ASPHALT MATERIALS, INC.
SRIX080204	ASPHALT MATERIALS, INC.
SRIX080205	ASPHALT MATERIALS, INC.
SRIX080365	LUXCO WAX
SRIX080271	CONECTIV ENERGY
SRIX080109	CONOCOPHILLIPS COMPANY
SRIX080108	PONDEROSA PETROLEUM CO. INC.
SRIX080364	PONDEROSA PETROLEUM CO. INC.
SRIX080243	CONECTIV ENERGY
SRIX080218	HOLLY ASPHALT COMPANY
SRIX080287	VALERO MARKETING & SUPPLY CO
SRIX080288	VALERO MARKETING & SUPPLY CO
SRIX080077	PONDEROSA PETROLEUM CO. INC.
SRIX080126	LUXCO WAX

SRIX080132	LUXCO WAX
SRIX080009	CONECTIV ENERGY
SRIX080246	CONECTIV ENERGY
SRIX080273	CONECTIV ENERGY
SRIX080390	LUBRIZOL
SRIX080272	CONECTIV ENERGY
SRIX080391	TEXAS PETROCHEMICAL CORP.
SRIX080389	LUXCO WAX
SRIX080110	CONOCOPHILLIPS COMPANY
SRIX080396	LUXCO WAX
SRIX080128	TEXPAR ENERGY LLC
SRIX080366	PONDEROSA PETROLEUM CO. INC.
SRIX080129	TEXPAR ENERGY LLC
SRIX080112	CONOCOPHILLIPS COMPANY
SRIX080276	THE INTERNATIONAL GROUP INC.
SRIX080284	THE INTERNATIONAL GROUP INC.
SRIX080379	PONDEROSA PETROLEUM CO. INC.
SRIX080130	TEXPAR ENERGY LLC
SRIX080398	LUBRIZOL
SRIX080358	PONDEROSA PETROLEUM CO. INC.
SRIX080359	PONDEROSA PETROLEUM CO. INC.
SRIX080360	PONDEROSA PETROLEUM CO. INC.
SRIX080361	PONDEROSA PETROLEUM CO. INC.
SRIX080369	PONDEROSA PETROLEUM CO. INC.
SRIX080060	LUBRIZOL
SRIX080352	PONDEROSA PETROLEUM CO. INC.
SRIX080351	TEXAS PETROCHEMICAL CORP.
SRIX080321	OWENS CORNING, INC.
SRIX080322	OWENS CORNING, INC.
SRIX080323	OWENS CORNING, INC.
SRIX080324	OWENS CORNING, INC.
SRIX080325	OWENS CORNING, INC.
SRIX080326	OWENS CORNING, INC.
SRIX080127	TEXPAR ENERGY LLC
SRIX080143	ASPHALT MATERIALS, INC.
SRIX080152	ASPHALT MATERIALS, INC.
SRIX080153	ASPHALT MATERIALS, INC.
SRIX080247	CONECTIV ENERGY
SRIX080327	OWENS CORNING, INC.
SRIX080078	PONDEROSA PETROLEUM CO. INC.
SRIX080139	ASPHALT MATERIALS, INC.
SRIX080140	ASPHALT MATERIALS, INC.
SRIX080142	ASPHALT MATERIALS, INC.
SRIX080144	ASPHALT MATERIALS, INC.

SRIX080354	PONDEROSA PETROLEUM CO. INC.
SRIX080397	LUXCO WAX
SRIX080141	ASPHALT MATERIALS, INC.
SRIX080353	PONDEROSA PETROLEUM CO. INC.
SRIX080355	PONDEROSA PETROLEUM CO. INC.
SRIX080328	OWENS CORNING, INC.
SRIX080399	LUXCO WAX
SRIX080145	ASPHALT MATERIALS, INC.
SRIX080147	ASPHALT MATERIALS, INC.
SRIX080350	LUXCO WAX
SRIX080219	HOLLY ASPHALT COMPANY
SRIX080079	CONOCOPHILLIPS COMPANY
SRIX080146	ASPHALT MATERIALS, INC.
SRIX080149	ASPHALT MATERIALS, INC.
SRIX080150	ASPHALT MATERIALS, INC.
SRIX080415	LUXCO WAX
SRIX080393	LUBRIZOL
SRIX080349	CODY GROUP, LLC
SRIX080392	SHELL OIL/PENNZOIL-QUAKER
SRIX080395	TEXAS PETROCHEMICAL CORP.
SRIX080080	CONOCOPHILLIPS COMPANY
SRIX080148	ASPHALT MATERIALS, INC.
SRIX080090	CONOCOPHILLIPS COMPANY
SRIX080081	PONDEROSA PETROLEUM CO. INC.
SRIX080088	CONOCOPHILLIPS COMPANY
SRIX080157	ASPHALT MATERIALS, INC.
SRIX080156	ASPHALT MATERIALS, INC.
SRIX080370	LUBRIZOL
SRIX080408	LUXCO WAX
SRIX080406	INTERGULF CORPORATION
SRIX080405	MASTERANK AMERICA
SRIX080407	MASTERANK AMERICA
SRIX080092	CONOCOPHILLIPS COMPANY
SRIX080402	MASTERANK AMERICA
SRIX080401	LUXCO WAX
SRIX080404	LUXCO WAX
SRIX080400	LUBRIZOL
SRIX080403	LUBRIZOL
SRIX080131	TEXPAR ENERGY LLC
SRIX080091	CONOCOPHILLIPS COMPANY
SRIX080089	PONDEROSA PETROLEUM CO. INC.
SRIX080134	LUXCO WAX
SRIX080413	TRANSMATRIX, INC.
SRIX080417	TRANSMATRIX, INC.



SRIX080394	LUBRIZOL
SRIX080418	EAGLE MANUFACTURING SERVICES
SRIX080412	LUXCO WAX
SRIX080414	LUBRIZOL
SRIX080367	PONDEROSA PETROLEUM CO. INC.
SRIX080368	PONDEROSA PETROLEUM CO. INC.
SRIX080409	MASTERANK AMERICA
SRIX080411	MASTERANK AMERICA
SRIX080416	LUXCO WAX
SRIX080410	LUBRIZOL
SRIX080356	PONDEROSA PETROLEUM CO. INC.
SRIX080357	PONDEROSA PETROLEUM CO. INC.
SRIX080348	PONDEROSA PETROLEUM CO. INC.
SRIX080381	PONDEROSA PETROLEUM CO. INC.
SRIX080382	PONDEROSA PETROLEUM CO. INC.
SRIX080380	PONDEROSA PETROLEUM CO. INC.
SRIX080347	LUBRIZOL
SRIX080061	BERRYMAN CHEMICAL, INC.
SRIX080116	CITGO ASPHALT REFINING CO
SRIX080115	CONOCOPHILLIPS COMPANY
SRIX080114	PONDEROSA PETROLEUM CO. INC.

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SRIX080095 & 080295, being scrapped 1/06

**United Rail Partners, Ltd.**

**Stencil #s**

**April 2006, Amegy Bank Refi**

**Pool 89**

<u>SRIX</u>	<u>Lessee @ 12/31/05</u>	<u>Scrap Date</u>
SRIX083101	GTI	
SRIX083100	TAUBER PETROCHEMICAL COMPANY	
SRIX083103	TAUBER PETROCHEMICAL COMPANY	
SRIX083105	OLD WORLD INDUSTRIES	
SRIX083102	NEW ENERGY CORPORATION	
SRIX083104	NEW ENERGY CORPORATION	
SRIX083106	NEW ENERGY CORPORATION	
SRIX083107	NEW ENERGY CORPORATION	

**United Rail Partners, Ltd.**

**Stencil #s**

**April 2006, Amegy Bank Refi**

**Pool 23**

<u>SRIX</u>	<u>Lessee @ 12/31/05</u>	<u>Scrap Date</u>
SRIX030158	TESORO REFINING & MKTNG CO.	
SRIX030159	TESORO REFINING & MKTNG CO.	
SRIX030160	TESORO REFINING & MKTNG CO.	
SRIX030161	TESORO REFINING & MKTNG CO.	
SRIX030173	TESORO REFINING & MKTNG CO.	
SRIX030174	TESORO REFINING & MKTNG CO.	
SRIX030175	TESORO REFINING & MKTNG CO.	
SRIX030176	TESORO REFINING & MKTNG CO.	
SRIX030178	TESORO REFINING & MKTNG CO.	
SRIX030182	TESORO REFINING & MKTNG CO.	

**United Rail Partners, Ltd.**

**Stencil #s**

**April 2006, Amegy Bank Refi**

**Pool 23**

<u>SRIX</u>	<u>Lessee @ 12/31/05</u>	<u>Scrap Date</u>
SRIX033660	TESORO REFINING & MKTNG CO.	
SRIX033661	TESORO REFINING & MKTNG CO.	
SRIX033662	TESORO REFINING & MKTNG CO.	
SRIX033663	TESORO REFINING & MKTNG CO.	
SRIX033664	TESORO REFINING & MKTNG CO.	
SRIX033665	TESORO REFINING & MKTNG CO.	
SRIX033666	TESORO REFINING & MKTNG CO.	
SRIX033667	TESORO REFINING & MKTNG CO.	
SRIX033668	TESORO REFINING & MKTNG CO.	
SRIX033669	TESORO REFINING & MKTNG CO.	